



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://cao.co.la.ca.us>

DAVID E. JANSSEN  
Chief Administrative Officer

November 4, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**CONVEYANCE OF TITLE TO UNIMPROVED REAL PROPERTY  
LOCATED IN THE UNINCORPORATED VAL VERDE AREA  
TO THE COMMUNITY BENEFITS FUNDING COMMITTEE  
(FIFTH DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the .56-acre parcel of unimproved County real property legally described in Exhibit "A" is not required for County use, and that the conveyance of the property to the Community Benefits Funding Committee (CBFC) is in the interest of the County and the general public, as authorized in Government Code Section 26227.
2. Find that the conveyance of this property is categorically exempt under the California Environmental Quality Act (CEQA).
3. Approve and instruct the Chair to execute the attached Purchase and Sale Agreement and Quitclaim Deed, both of which have been approved as to form by County Counsel.
4. Authorize the Chief Administrative Office to take all further actions and execute all other necessary documents to complete the sale transaction upon approval of the documents by County Counsel.
5. Waive all filing and related processing fees for any required conditional use and oak tree permits and instruct the Director of Regional Planning to expedite their review and processing.

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### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The purpose of the recommended actions is to facilitate and accomplish a transfer of title to .56 acres of unimproved real property, as depicted on the attached map, to the Community Benefits Funding Committee (CBFC) who will develop, operate, and maintain the property as a public park.

The subject property is located in the Val Verde area on Central Avenue between Chiquito Canyon Road and Lincoln Avenue. A substantial portion (.44 acres) of the subject property was originally acquired by the County in the 1930s for park purposes, but was never developed as a dedicated park because of its small size. In order to assemble one contiguous parcel of land of sufficient size, an adjacent vacant lot (.12 acres) was acquired as surplus property from Waterworks District No. 36, which was approved by your Board on September 30, 2003.

CBFC, a California nonprofit public benefit corporation, was established in 1997 for the purpose of determining and overseeing the use of funds made available from Laidlaw Waste Systems, Inc. for the betterment of the Val Verde community as one of the conditions required for Laidlaw's operation of the Chiquito Canyon Landfill. CBFC has agreed to use its funding to develop, operate, and maintain the subject property as a passive use park to be open and available to the public. The present value of the future expenses to be incurred by CBFC for the operation and maintenance of the park constitute fair market consideration for its acquisition of the property from the County.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendations further the Board-approved County Strategic Plan goals of service excellence, community service, and fiscal responsibility by enhancing recreational opportunities in Los Angeles County through public/private partnership in which unused County real estate assets are transferred to and improved by private resources for public benefit.

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### **FISCAL IMPACT/FINANCING**

As owner, CBFC will be contractually obligated under the Purchase and Sale Agreement to develop, operate, and maintain the subject property as a public park at its sole expense. CBFC estimates that the total cost for park development will be \$200,000, and annual operating and maintenance expenses are estimated at \$52,000.

The current fair market value of the subject unimproved real property is estimated at \$86,000. The present value of estimated operating and maintenance expenses (\$52,000 per year) over a 20 or 30 year period is substantially more than current fair market value and is considered sufficient fair market consideration for the conveyance of fee title.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The conveyance of title directly to CBFC is authorized under Government Code Section 26227. The property is being conveyed to CBFC in "as is" condition and without warranty by the County as to its condition or suitability for use. CBFC will be required to develop and commence using the property as a public park within three years. The use of the property is restricted to public park use. In the event CBFC fails, refuses, or neglects to develop, operate, and maintain the property as a public park, title will immediately revert to the County without the necessity of any affirmative action.

The property is currently zoned R-1 (single family residential). As such, CBFC will be required to obtain a conditional use permit (CUP). In order to assist CBFC, it is recommended that your Board waive all CUP, oak tree permit, and related fees, and that the Department of Regional Planning expedite its review and approval of these permits in order to bring this unused surplus property into public recreational use as soon as possible.

The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The Chief Administrative Office, pursuant to Government Code Section 65402, has provided notification to the Department of Regional Planning of the County's intent to transfer title to CBFC for the purpose of developing a public park. County Counsel has reviewed and approved all documents in this transaction as to form.

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### **ENVIRONMENTAL DOCUMENTATION**

The transfer of this property is categorically exempt under Class 12 and Class 16 of your Board's Environmental Document and Reporting Guidelines and the State CEQA Guidelines, Sections 15312 and 15316.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The recommended actions will not impact the delivery of County services, but will provide for additional recreational opportunities for the public.

### **CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors return duplicate conformed copies of the adopted Board letter, two certified copies of the Minute Order, and the executed agreement and deed to the Chief Administrative Office for further processing.

Respectfully submitted,

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:CWW  
DS:dg

Attachments (4)

c: County Counsel  
Parks and Recreation  
Regional Planning  
Auditor-Controller

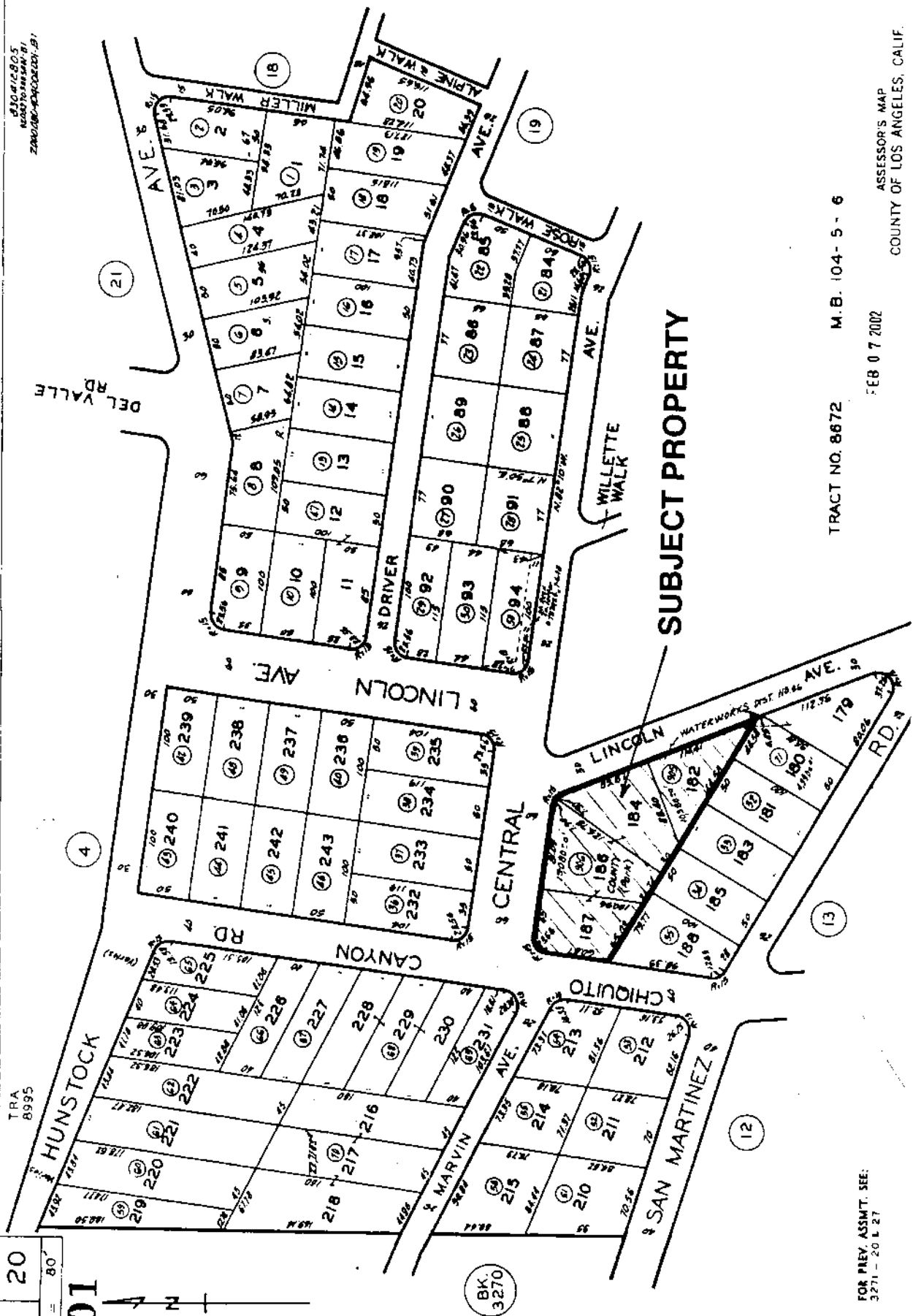
ValVerde.b

3271 20

SCALE 1" = 80'

2001

TRA  
8995



FOR PREV. ASSMT. SEE:  
3271 - 20 L 27

TRACT NO. 8672 M.B. 104-5-6

FEB 07 2002

ASSESSOR'S MAP  
COUNTY OF LOS ANGELES, CALIF.

RECORDING REQUESTED BY  
AND MAIL TO:

COUNTY OF LOS ANGELES  
Chief Administrative Office  
500 W. Temple Street, Room 754  
Los Angeles, CA 90012  
Attn. Don Simpson

\_\_\_\_\_  
Space Above This Line Reserved for Recorder's Use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES  
PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

## **PURCHASE AND SALE AGREEMENT**

This Agreement is made and entered into this 16<sup>th</sup> day of September, 2003 by and between the County of Los Angeles, a body corporate and politic, herein after known as "County", and the Community Benefits Funding Committee, a California nonprofit public benefit corporation, herein after known as "Funding Committee".

### **RECITALS**

**WHEREAS**, County is the owner of certain unimproved real property (the "Property") located at Chiquito Canyon Road and Central Avenue in the unincorporated Val Verde area of Los Angeles County; and

**WHEREAS**, Funding Committee desires to acquire title to the Property from the County for the purpose of developing, operating, and maintaining a passive use park to be open and available to the public; and

**WHEREAS**, the County desires to transfer title to the Property to the Funding Committee pursuant to authority granted in Government Code Section 26227, subject to a deed restriction limiting the use of the Property as a public park and with a right of reversion to the County should the Property cease to be used as a public park.

### **AGREEMENT**

**NOW THEREFORE**, County hereby agrees to convey title to the Property to the Funding Committee, and the Funding Committee hereby agrees to accept title to the Property subject to the following terms and conditions:

1. Description. The Property contains approximately 24,124 square feet and is legally described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. Use Limitation. The Property is being conveyed to the Funding Committee for the sole purpose of developing, operating, and maintaining a public park. The Funding Committee may, in its discretion, construct a multipurpose building to be used for recreational uses, community meetings, senior citizen activities, and for other related and compatible uses for the benefit of the public and the Val Verde community. The amount of land area to accommodate the construction of said multipurpose building shall not exceed 5,060 square feet. The County expressly acknowledges that the construction and use of a multipurpose building consistent with this section is a public park use for the purposes of Section 7, below.

3. Consideration. As consideration for the County granting title to the Property, the Funding Committee agrees and covenants that it will operate and maintain the Property as a public park at its sole expense. The Funding Committee hereby agrees to provide a sufficient level of maintenance to ensure that the park and multipurpose building (if constructed) are open and available for public use, that they are kept in a neat, clean and sanitary condition similar to other County Park facilities in the surrounding areas, and that they are operated in a manner compatible with surrounding and nearby land uses.

4. Form of Deed. County will convey all of its right, title, and interest in the Property by quitclaim deed subject to the following:

- a) All taxes, interest, penalties, and assessments of record, if any.
- b) All covenants, conditions, reservations, easements, rights and rights-of-way of record, if any.
- c) The Conditions set forth in Sections 2, 6, and 7 of this Agreement.

5. Deadline. The Funding Committee agrees and covenants that it will develop and open a park for public use on the Property no later than three (3) years from the recordation of the quitclaim deed conveying title to the Funding Committee.

6. Non-Discrimination. The Funding Committee agrees and covenants that the park and multipurpose building (if constructed) shall be equally open and available to all residents of the County of Los Angeles, and that there shall be no discrimination against or preference, gratuity, bonus, or other benefit given to residents of any particular area, community, neighborhood, incorporated city, or unincorporated territory.

7. Reversionary Right. If the Property is never developed or used as a public park or ceases to be used for a public park, open and available to all residents of the County of Los Angeles, as set forth in Sections 6 and 2 above, all right, title, and interest in and to said Property shall immediately revert to the County of Los Angeles without further notice and without the necessity of any affirmative action on the part of the County to assert any rights in said Property.

8. Inspection and Condition of Property. The Funding Committee has been given full opportunity to inspect the Property prior to the execution of this Agreement

and hereby acknowledges that it accepts the Property in its "as is" condition solely in reliance on its own investigation, and that no representations or warranties of any kind whatsoever, express or implied, have been made by County or by its agents as to the conditions of title, the Property's physical condition, the condition of the soils or groundwaters and the presence of pollutants or contaminants therein, the size and zoning of the Property, its compliance with government rules, laws, statutes, ordinances or regulations, or its fitness for any particular purpose.

9. Remediation. The Funding Committee shall assume the cost and expense for the remediation or removal of all contaminated materials, toxic or hazardous substances, and asbestos that may be found in, on, or under the Property.

10. Governmental Regulations and Requirements. The Funding Committee acknowledges that it is aware of all zoning regulations, Federal, State, County, and local laws and governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property and that it will obtain all necessary permits and approvals to develop, operate, and maintain the Property as a public park and multipurpose building (if constructed) at its sole expense.

11. Costs. All costs and expenses of this transaction shall be paid by the Funding Committee, including but not limited to, the cost of a title insurance policy, the costs of any escrow which the Funding Committee may enter into hereunder, and all documentary transfer taxes and document drafting, recording, and miscellaneous charges and fees, if any.

12. Mineral Rights. County shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

13. Vesting of Title. County shall upon approval of the conveyance by the Board of Supervisors, prepare a Quitclaim Deed indicating title to the Property to be vested as follows: **VAL VERDE COMMUNITY BENEFITS FUNDING COMMITTEE**.

14. Possession/Risk of Loss. Possession of the Property shall be given to the Funding Committee upon receipt by the Funding Committee of the Quitclaim Deed stamped by the County Recorder. All risk of loss or damage with respect to the Property shall pass from County to the Funding Committee at delivery of possession.

15. Brokerage Commission. County and Funding Committee acknowledge and represent that there are no brokers', agents' or finders' fees or commissions due in connection with this transaction. The parties shall indemnify, hold harmless and defend each other from and against any claims of brokers, agents, or finders, licensed or otherwise, claiming through, under or by reason of the conduct of the County or Funding Committee, respectively, with respect to the transaction contemplated hereunder.



16. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

17. Assignments. The Funding Committee shall not assign or attempt to assign this Agreement, or any rights hereunder to any other person or entity without the prior written consent of the County. Any such assignment or purported assignment made without the prior written consent of the County shall be null and void, and of no force and effect whatsoever.

18. Notices. All notices, demands, and requests under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

County: County of Los Angeles  
Chief Administrative Office  
500 W. Temple Street, Room 754  
Los Angeles, CA 90012  
Attention: Director of Real Estate

Funding Committee: Val Verde Community Benefits Funding  
Committee  
30133 San Martinez Road, Suite A  
Val Verde, CA 91384  
Attention: President

Notices, demands, and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

19. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

20. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

21. Required Actions. County and Funding Committee agree to execute all such instruments and documents and to take all actions as may be required in order to consummate the purchase and sale herein contemplated.

22. Entire Agreement. This Agreement contains the entire Agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both the County and the Funding Committee.


23. Waivers. No waiver by either party or any provision hereof shall be deemed a waiver of any other provision hereof or any subsequent breach by either party of the same of any other provision.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Agreement as of the day and year first above written.

COUNTY OF LOS ANGELES

COMMUNITY BENEFITS FUNDING  
COMMITTEE, INC.

\_\_\_\_\_  
YVONNE BRATHWAITE BURKE  
Chair, Board of Supervisors

  
\_\_\_\_\_  
MARC SALZARULO  
President

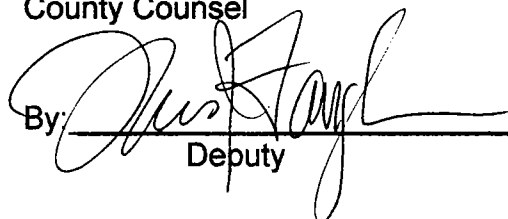
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer, Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM

LLOYD W. PELLMAN  
County Counsel

By  \_\_\_\_\_  
Deputy

# **EXHIBIT A**

## **LEGAL DESCRIPTION**

LOTS 182, 184, 186, AND 187 OF TRACT NO. 8672, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 104, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

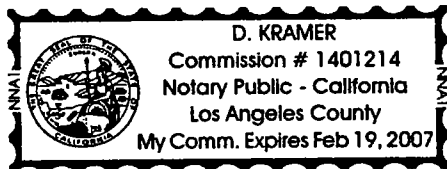
State of California

County of Los Angeles } ss.

On September 17, 2003 before me, D. KRAMER Notary Public,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Marc Salazarulo  
Name(s) of Signer(s)

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

D. Kramer  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Purchase & Sale Agreement  
Document Date: 9-17-03 Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

RECORDING REQUESTED BY  
and when recorded, mail this deed and  
unless otherwise shown below, mail  
tax statements to:

Community Benefits Funding Committee  
30133 San Martinez Road, Suite A  
Val Verde, California 91384  
ATTN: President

Space above this line for Recorder's use  
A.I.N. 3271-020-905 (Por) This document is exempt from recording fees pursuant  
3271-020-906 to Government Code Section 27383

## QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic hereby surrenders, quitclaims and releases to the **COMMUNITY BENEFITS FUNDING COMMITTEE INC.**, a California nonprofit public benefit corporation, all of the County's right, title, and interest in and to the real property located in the unincorporated territory of the County of Los Angeles, State of California as legally described in **EXHIBIT "A"**, attached hereto and incorporated herein by this reference, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

### SUBJECT TO AND GRANTEE TO ASSUME:

1. All taxes, interest, penalties, and assessments of record, if any.
2. All covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
3. The express condition that the real property legally described in Exhibit "A" shall be used for the sole purpose of developing, operating and maintaining a public park.
4. The express condition that the park shall be developed and opened for public use within three (3) years from the recordation date of this deed.
5. The express condition that Grantee may construct a multipurpose building on the real property legally described in Exhibit "A" on the condition that said building is used for recreational uses, community meetings, senior citizen activities and for other related and compatible uses for the benefit of the public, and does not exceed 5,060 square feet in land area.
6. The express condition that the park and the multipurpose building (if constructed) shall be equally open and available to all residents of Los Angeles County, and that there shall be no discrimination against or preference, gratuity, bonus, or other benefit given to residents of any particular area, community, neighborhood, incorporated city, or unincorporated territory.
7. The express condition that if and when Grantee fails, refuses or neglects to comply with the express conditions of this deed, title to the real property legally described in Exhibit "A" shall immediately revert to the County of Los Angeles without further notice and without the necessity of any affirmative action on the part of the County to assert any rights in said real property.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES,  
a body corporate and politic

By \_\_\_\_\_  
Chair, Board of Supervisors

STATE OF CALIFORNIA                    )  
  ) ss.  
COUNTY OF LOS ANGELES            )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the facsimile signature of \_\_\_\_\_, Chairperson of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer-Clerk of  
the Board of Supervisors of the County of Los Angeles

By \_\_\_\_\_

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

(deed)lg

# **EXHIBIT A**

## **LEGAL DESCRIPTION**

LOTS 182, 184, 186, AND 187 OF TRACT NO. 8672, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 104, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.